

1 S. Don Bennion, Esq.
2 Nevada Bar No. 4530
3 Law Office of S. Don Bennion
4 6980 O'Bannon Drive #400
5 Las Vegas, Nevada 89117
6 Tel: (702) 333-0777 Fax: (702) 333-0577
7 email: don@bennionlaw.com

8 Jeffrey J. Whitehead, Esq.
9 Nevada Bar No. 3183
10 Whitehead & Burnett
11 6980 O'Bannon Drive
12 Las Vegas, Nevada 89117
13 Tel: (702)267-6500 Fax: (702)267-6262
14 Email: jeff@whiteheadburnett.com
15 *Attorneys for Defendants*

16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

JAMES V. DEPPOLETO JR.,
Plaintiff,

v.

TAKEOVER INDUSTRIES,
INCORPORATED, *et al.*
Defendant.

Case NO. 2:22-cv-02013-GNM-BNW

**STIPULATION AND ORDER FOR A PROTECTIVE AND
CONFIDENTIALITY ORDER**

The Court has found that good cause exists for issuance of an appropriately tailored confidentiality order governing the pre-trial phase of this case. Accordingly, it is ORDERED as follows:

1 1. Any person subject to this order who received from any other person any
2 discovery material (i.e. information of any kind provided in the course of discovery in this
3 action) that is designated confidential pursuant to the terms of this order shall not disclose such
4 “confidential discovery material” to anyone else except as expressly permitted by this order.
5

6 2. Any party who produces information, documents, or other material may
7 designate them as confidential that consists of:

8 a. Agreements and other documentation governed by non-disclosure agreements.

9 b. Previously nondisclosed financial information (including without limitation
10 profitability reports or estimates, percentage fees, design fees, royalty rates, minimum
11 guarantee payments, sales reports and sale margins);
12

13 c. Previously nondisclosed material relating to ownership or control of any non-
14 public, or public company;
15

16 d. Previously nondisclosed business plans, product development information,
17 trade secret information, documentation, or marketing plans;

18 e. Any information of a personal or intimate nature regarding any individual; or

19 f. Any other category of information hereinafter given confidential status by the
20 court.
21

22 3. With respect to the confidential portion of any discovery material, the
23 producing party, person or that person’s counsel may designate such portion as confidential by
24 stamping or otherwise clearly marking as “CONFIDENTIAL” the protected portion in a
25 manner that will not interfere with legibility or audibility.
26

27 4. If a party inadvertently produces material that should be designated
28 confidential, he may make the designation by apprising all parties in writing within 10 days of

1 the inadvertent production and providing a replacement copy of the discovery material with
2 the confidential designation, upon which such discovery material will be treated as
3 confidential under the terms of this order.

4
5 5. No person subject to this order other than the producing party or person shall
6 disclose any confidential discovery material to any other person, except as follows:

7 a. The parties to this action and any of their in-house counsel specifically assigned
8 to work on this case;

9
10 b. Counsel of record, including any paralegal, clerical or other assistant employed
11 by such counsel and assigned to work on this case;

12 c. As to any document, its author, its addressee and any other person indicated on
13 the face of the document as having received a copy;

14 d. Any person retained by a party to serve as an expert witness or otherwise
15 provide specialized advice to counsel in connection with this case, provided such person has
16 first executed the non-disclosure agreement in the form annexes as an exhibit to this order;

17
18 e. Stenographers engaged to transcribe depositions conducted in this action; and

19 f. The court and its personnel.

20
21 6. Any party seeking to file confidential discovery material with the court must
22 file a motion to seal and/or redact consistent with the District of Nevada Local Rules of
23 Practice. The parties will use their best efforts to minimize such motions and sealing.

24 7. Any party who either objects to any confidential designation, or who, by
25 contrast, request further limits on disclosure (such as “attorneys’ eyes only” in extraordinary
26 circumstances), may at any time prior to the trial of this action serve upon counsel for the
27 designating person a written notice stating with particularity the grounds of the objection or
28

1 request. If agreement cannot be reached promptly, counsel for all affected persons shall file a
2 stipulation and order with the court requesting a case management conference for purposes of
3 obtaining a ruling.
4

5 8. The court also retains unfettered discretion whether or not to afford
6 confidential treatment to any confidential discovery material submitted to the court in
7 connection with any motion, application, or proceeding that may result in an order and/or
8 decision by the court.
9

10 9. Each person who has access to confidential discovery material shall take all
11 necessary precautions to prevent the unauthorized or inadvertent disclosure of such material.
12

13 10. If, in connection with this litigation, a party inadvertently discloses information
14 subject to a claim of attorney-client privilege or attorney work product protection, such
15 disclosure shall not constitute or be deemed a waiver or forfeiture of any claim of privilege or
16 work product protection with respect to the inadvertently disclosed information and its
17 subject matter.
18

19 11. If a disclosing party makes a claim of inadvertent disclosure, the receiving
20 party shall not thereafter review the inadvertently disclosed information for any purpose,
21 except by order of the court. The receiving party shall, within 5 business days, return or
22 destroy all copies of the inadvertently disclosed information, and provide a certification of
23 counsel that all such information has been returned or destroyed.
24

25 12. Within 5 business days of the notification that inadvertently disclosed
26 information has been returned or destroyed, the disclosing party shall produce a privilege log
27 with respect to the inadvertently disclosed information.
28

1 13. As with any information redacted or withheld, the receiving party may move
2 the court for an order compelling production of the inadvertently disclosed information. The
3 motion shall be filed under temporary seal, along with a motion to seal, and shall not assert as
4 a ground for entering such an order the fact or circumstances of the inadvertent production.
5

6 14. Any unauthorized disclosure of material designated as confidential by a party
7 named as a plaintiff or defendant in this case, attorney(s), shall be subject to sanctions by this
8 Court including, but not limited to, monetary sanctions in an amount to be determined by this
9 Court sufficient to deter, stop, prevent, and prohibit the party or person violating this
10 Protective Order from so doing again at the Court's reasonable discretion.
11

12 15. The disclosing party retains the burden of establishing the privileged or
13 protected nature of any inadvertently disclosed information. Nothing in this order shall limit
14 the right of any party to request an in camera review of the inadvertently disclosed
15 information.
16

17 16. Within 30 days of the final disposition of this action, all confidential discovery
18 material and all copies such material shall be promptly returned to the producing person, or,
19 upon permission of the producing person, destroyed.
20

21 17. This court shall retain jurisdiction over all persons, companies, corporations,
22 and attorneys, including employees and contractors of said attorneys, subject to this order to
23 the extent necessary to enforce any of its obligations or to impose sanctions for any contempt
24 of the order.

25 18. Counsel for any party shall have the right to disclose Confidential Information
26 at depositions, provided that such disclosure is consistent with this Protective Order. Counsel
27 to any party (or non-party subject to this Protective Order) may designate portions of a
28

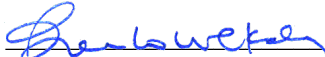
1 deposition transcript and/or video of any deposition (or any other testimony) as containing
2 Confidential Information in accordance with this Order by a statement on the record during the
3 deposition or by notifying all other parties in writing, within thirty (30) calendar days of
4 receiving the transcript or video that it contains Confidential Information and designating the
5 specific pages, lines, and/or exhibit numbers as containing Confidential Information. If a
6 designation is made via a statement on the record during a deposition, counsel must follow up
7 in writing within thirty (30) calendar days or receiving the transcript or video, identifying the
8 specific pages, lines, and/or exhibit numbers containing the Confidential Information.
9
10

11 19. If no confidentiality designations are made within the thirty calendar (30) day
12 period, the entire transcript shall be considered non-confidential.

13 20. All originals and copies of deposition transcripts that contain Confidential
14 Information shall be prominently marked "CONFIDENTIAL" on the cover.
15

16 IT IS SO ORDERED.

17 Dated this 9 day of July, 2025.

18
19 
20 Judge Brenda Weksler

21
22 Submitted by:

23 /s/ S. Don Bennion, Esq.
24 Nevada Bar No. 4530
25 Law Office of S. Don Bennion
26 6980 O'Bannon Drive #400
27 Las Vegas, Nevada 89117
28 Tel: (702) 333-0777 Fax: (702) 333-0577
email: don@bennionlaw.com

1
2 /s/ Jeffrey J. Whitehead, Esq.
3 Nevada Bar No. 3183
4 Whitehead & Burnett
5 6980 O'Bannon Drive
6 Las Vegas, Nevada 89117
7 Tel: (702)267-6500 Fax: (702)267-6262
8 Email: jeff@whiteheadburnett.com
9 *Attorneys for Defendants*

10
11 Approved as to form and content:

12 /s/ Patrick Harvey, Esq.
13 Patrick Harvey, Esq.
14 **HUSCH BLACKWELL LLP**
15 511 North Broadway, Suite 1100
16 Milwaukee, WI 53202
17 (T): (414) 273-2100
18 (F): (414) 223-5000
19 Patrick.Harvey@huschblackwell.com
20 *Attorney for Plaintiff James*
21 *V. Deppoleto Jr.*

22
23 **EXHIBIT A**
24 **CONFIDENTIALITY AGREEMENT**

25
26 I, _____ do hereby acknowledge and agree and declare under
27 penalty of perjury, as follows:

28
29 1. I have read the Stipulated Confidentiality Agreement and Protective Order ("the
30 Protective Order") entered in United States District Court for the State of Nevada case no.:
31 2:22-cv-02013-GMN-BNW _____, _____ and I fully understand its
32 contents.

33
34 2. I hereby agree and consent to be bound by the terms of the Protective Order and to
35 comply with it in all respects, and to that end, I hereby knowingly and voluntarily submit and
36 subject myself to the personal jurisdiction of the United States District Court For The State of

1 Nevada so that the said Court shall have the power and authority to enforce the Protective
2 Order and to impose appropriate sanctions upon me for knowingly violating the Protective
3 Order, including punishment for contempt of Court for a knowing violation of the Protective
4 Order.
5

6 3. I understand that by signing this instrument, I will be eligible to receive “Confidential
7 Information” under the terms and conditions of the Protective Order. I further understand and
8 agree that I must treat any “Confidential Information” in accordance with the terms and
9 conditions of the Protective Order, and that, if I should knowingly make a disclosure of any
10 such information in a manner unauthorized by the Protective Order, I will have violated a Court
11 order, will be in contempt of Court and will be subject to punishment by the Court for such
12 conduct.
13

14 Dated this ____ day of _____ 2025
15

16 _____
17 Signature:
18
19
20
21
22
23
24
25
26
27
28